

PELTON & ASSOCIATES PC

ATTORNEYS AT LAW

111 BROADWAY, SUITE 1503, NEW YORK, NY 10006

PHONE: (212) 385-9700 | FAX: (212) 385-0800 | WEBSITE: www.peltonlaw.com

BRENT E. PELTON
E-MAIL: pelton@peltonlaw.com

March 26, 2014

VIA ECF

Honorable Katherine Polk Failla
United States District Court
Southern District of New York
40 Foley Square
New York, New York 10007

Re: *Hassan, et al. v. Rowab Enterprises Ltd., et al.*
Civil Action No. 12 Civ. 9131 (KPF)

Dear Judge Failla:

This firm represents Plaintiffs in the above-referenced action. We write to (i) inform the Court that Plaintiffs are concerned that the parties are not on track to have a settlement agreement finalized and their Motion for Preliminary Approval of Class Settlement filed by Monday, March 31, 2014 and to (ii) respectfully request a conference with Your Honor to address Defendant Rowab Enterprises Ltd. and Marian H. Levine's recent attempts to renegotiate the terms of the settlement set forth in the Memorandum of Understanding ("MOU").

Counsel for Defendants Rowab Enterprises Ltd. and Marian H. Levine (together, "Carnegie Deli") represented to the Court in their March 24, 2014 letter that they "will not be attempting to set aside the [MOU]." (Doc. 73). The following day however, on March 25, 2014, Counsel for Carnegie Deli wrote to the parties stating that "the settlement sum should be reduced" and "the payment schedule be extended . . ." (See Ex. A (3/25/14 Letter)). In a follow-up letter on March 26, 2014 (attached hereto as Exhibit B), counsel for Carnegie Deli specified, *inter alia*, that the settlement sum should be reduced to account for a payment made by Carnegie Deli to the Department of Labor. These attempts to reduce the settlement sum and extend the payment schedule are in direct contradiction to Carnegie Deli's March 24, 2014 letter to the Court. Both the settlement sum and the payment schedule are terms that are explicitly set forth in the MOU and which were extensively negotiated by the parties at the mediation.

Given Carnegie Deli's attempts to renegotiate terms of the MOU after representing that they would not be doing so, Plaintiffs are concerned that the parties will not be able to finalize a settlement agreement to be filed by the Court-ordered March 31, 2014 deadline. Accordingly, Plaintiffs respectfully request a conference with Your Honor to address these issues at the Court's earliest convenience.

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We appreciate Your Honor's attention to this matter. Please contact the undersigned should you have any questions regarding this request.

Respectfully submitted,

/s/ Brent E. Pelton

Brent E. Pelton, Esq. of
PELTON & ASSOCIATES PC

Encl.

cc: All Counsel (via ECF)